

**AGREEMENT BETWEEN
THE CHURCH AT BENBROOK
AND THE CITY OF BENBROOK**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the CITY OF BENBROOK, TEXAS, hereinafter referred to as "CITY", and THE CHURCH AT BENBROOK, hereinafter referred to as TCAB.

WHEREAS, natural disasters or emergency situations will occur from time to time that demand the availability and use of temporary shelters for people and pets within the CITY; and

WHEREAS, the Red Cross generally agrees to handle arrangements for such shelters in the event of natural disasters or emergency situations that may occur or may officially be declared for the CITY; and

WHEREAS, situations may arise where the Red Cross declines or is otherwise unable to provide emergency sheltering assistance to people and pets of the City of Benbrook; and

WHEREAS, the CITY has determined as a part of its Emergency Management Plan that it is prudent to establish an inventory of available facilities inside its corporate limits that are resources that could be quickly committed to providing necessary emergency temporary shelters for people and pets within the CITY in the event of natural disasters or emergency situations within the CITY; and

WHEREAS, the above parties desire to reach an understanding that will result in making TCBA's facilities being made available as a temporary shelter for people and pets in the event of natural disasters or emergency situations within the CITY.

NOW THEREFORE, it is mutually agreed between the parties the following:

1. TCAB, located at 930 Winscott Road, Benbrook, Texas, is hereby designated as a temporary emergency shelter for people and pets should the need for such a shelter arise.
2. The CITY shall notify the primary contact person or designee for TCAB as soon as practicable that the use of the facility as a temporary emergency shelter is desired.
3. TCAB acknowledges and agrees to use its facility's resources, systems and equipment only upon TCAB's authorization and oversight, which may entail appropriate orientation or training as may be prudent.
4. The CITY will provide and assist TCAB in completing necessary forms to obtain reimbursement from federal, state and local governments for expenses incurred by TCAB in providing the facilities and services should TCAB seek reimbursement. The CITY will not guarantee or promise TCAB that all or any of its expenses will be reimbursed. It is the responsibility of TCAB to maintain complete and accurate records of its expenses.
5. The CITY's primary contact person on 24 hour 7 days a week basis shall be the Fire Chief. TCAB's primary contact person on 24 hour 7 days a week basis shall be the Lead Pastor. Upon execution of this agreement, the parties shall exchange their name and contact information, as well as, an alternate's name and contact information on 24 hour 7 days a week basis. All significant communication between the CITY and the TCAB with regard to

matters pertaining to this agreement shall be through the primary contact person or their alternate. The CITY and TCAB are strongly urged and encouraged to review and update its identification of contact information provided to one another, as needed.

6. To the extent permitted by Texas law and covered by its liability insurance policies and subject to the limits of such insurance coverage, the CITY agrees to defend, indemnify and hold harmless TCAB, its agents, officers and employees from and against claims arising out of the use of TCAB facilities according to this agreement, excluding claims based on the sole or comparative negligence or intentional act of TCAB or its agents, officers or employees. This particular obligation shall remain in effect notwithstanding a termination of the agreement for claims that arose before this agreement was terminated.
7. No modifications of this agreement will be binding unless evidenced by a written agreement signed by all parties.
8. This agreement is effective immediately upon the date of the last signature and will continue to remain in effect until modified or revoked. Either party may terminate this agreement by providing a 30-day written notice of termination to the other party.

City of Benbrook

By: _____
Jason Ward, Mayor

Attest

By: _____
Joanna King, City Secretary

The Church at Benbrook

By: _____
Lynn Bullock, Lead Pastor

Attest

By: _____
Signature

Printed Name